



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT: 001

RFP NO.: SDA483

TITLE: HVAC Maintenance Services - St. Louis

ISSUE DATE: June 3, 2009

REQ NO.: FMDC-09-0027

BUYER: Sue Teeter

PHONE NO.: (573) 522-2283

E-MAIL: sue.teeter@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: June 24, 2009 AT 1:30 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. **Delivered sealed proposals must be in OA/FMDC office (301 W High Street, Room 730) by the return date and time.**

(U.S. Mail)	or	(Courier Service)
RETURN PROPOSAL TO: OA/FMDC		OA/FMDC
PO BOX 809		301 WEST HIGH STREET, RM 730
JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101-1517

CONTRACT PERIOD: August 1, 2009 through June 30, 2010

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:	STATE AGENCY'S NAME AND ADDRESS:
Office of Administration Division of Facilities Management, Design and Construction Various Buildings St. Louis , MO	Office of Administration Division of Facilities Management, Design and Construction 301 W. High, Room 730 Jefferson City, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/08). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his proposal. The offeror further agrees that upon receipt of a Notice of Award signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME	LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.
MAILING ADDRESS	IRS FORM 1099 MAILING ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

Amendment No. 001**HVAC Maintenance Services – St. Louis**

RFP NO. : SDA483 is hereby amended and clarified as follows:

The following is provided to answer a question from a potential offeror:

“Are you asking for maintenance and full risk (for all repairs 24x7x365) coverage for all chillers, boilers and associated equipment listed in your document”? Answer: No, and to clarify, pursuant to section 3.8 of the RFP, the contractor should unconditionally warrant the **chiller units** for the life of the contract.

The following section of the RFP is hereby revised:

3.1.8

INTRODUCTION AND GENERAL INFORMATION

1.1 Purpose:

1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the purchase of HVAC Equipment Maintenance services in the St. Louis area for the Office of Administration, Division of Facilities Management, Design and Construction (hereinafter referred to as OA/FMDC or the state agency), in accordance with the provisions and requirements stated herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Technical Specifications
 - 4) Proposal Submission Information
 - 5) Exhibits A - I
 - 6) Attachments 1 - 4
 - 7) Terms and Conditions
-
- ❖ Attachment 1 – Pre-Season Chiller and Boiler Inspection
 - ❖ Attachment 2 – Chiller Performance Log
 - ❖ Attachment 3 – Monthly Inspection
 - ❖ Attachment 4 – HVAC Information

1.2 Inspection of Building Chillers, Boilers, and Associated Equipment:

1.2.1 Unless an offeror has a thorough understanding of the chillers, boilers and associated equipment, the offeror **MUST** tour the facilities and the facilities' HVAC equipment prior to submission of a bid.

1.2.2 The offeror must contact Paul Eckardt at (314) 340-6803 or Louis Rucker at (314) 340-6804 to schedule an inspection of the facilities and the facilities' chillers; boilers; and associated equipment. In addition, offerors must ensure that a record is made of the offeror's participation in the inspection. An attendance record will be available.

- a. The purpose of the inspection is for potential offerors to gain a complete and thorough understanding and knowledge of the facilities and the facilities' chillers; boilers; and associated equipment in order for the offeror to accurately submit a bid for the services required herein.

1.2.3 The offeror shall identify all pre-maintenance repair/services necessary to place the chillers/boilers in optimum working order and first class condition.

- a. The offeror shall list all pre-maintenance repairs/services on the Pricing Page (**Exhibit A**) and shall submit such list and the price to perform such repair/service with the bid as required herein. If the bidder does not provide the list of pre-maintenance repairs/services, it will be assumed that all HVAC equipment is in optimum working order and first class condition.
- b. Only the repairs/services listed on the Pricing Page under Pre-Maintenance Repairs/Services shall be considered "pre-maintenance repair/services" as specified herein.

1.2.4 Bidders are strongly encouraged to advise the OA/FMDC, at least five (5) days prior to the bidder's inspection of the facilities and the facilities' HVAC equipment of any special accommodations needed for disabled personnel who will be attending the inspection so that these accommodations can be made.

1.2.5 Other than questions pertaining to the inspection, all questions regarding this Request for Proposal (RFP) and/or the competitive procurement process **MUST** be directed to Sue Teeter of the OA/FMDC at (573) 522-2283.

1.2.6 Information regarding the equipment to be covered is identified in **Attachment 4**.

1.3 Public Record Search and Retrieval System:

1.3.1 The OA/FMDC has previously contracted for these services through C305199001 which expires June 30, 2009. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch>. In addition, all proposal and evaluation documentation leading to the award of that expiring/expired contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z05199 or the contract number C305199001 when searching for these documents.

1.4 Accuracy of Information:

1.4.1 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information or equipment lists provided herein reflects all existing conditions related to this RFP.

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto with RFP changes/additions, (2) the contractor's proposal, (3) clarification of the proposal, if any, and (4) the OA/FMDC's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

2.1.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.1.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and OA/FMDC prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

2.2.1 The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The OA/FMDC shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods, or any portion thereof. In the event the Division of Facilities Management, Design and Construction exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3 Renewal Periods:

2.3.1 If the option for renewal is exercised by the OA/FMDC, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

a.If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.

b.The OA/FMDC does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Price:

2.4.1 All prices shall be as indicated on the Pricing Page. The State of Missouri shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.5 Contractor Liability:

2.5.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

2.5.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.

2.5.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.6 Contractor Status:

2.6.1 The contractor represents himself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold harmless the State of Missouri, its officers, agents, and employees, from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.7 Confidentiality and Security Documents:

2.7.1 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

2.8 Coordination:

2.8.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the OA/FMDC throughout the effective period of the contract.

2.9 Performance/Payment Bond:

2.9.1 The contractor shall furnish a performance/payment bond in an amount equal to 100% of the contract price to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons providing services under the contract and furnishing parts/materials under the contract. The surety on such bond shall be issued by a surety company authorized to do business in the State of Missouri and authorized by the Missouri Department of Insurance to do business in the state of Missouri. The performance/payment bond is due to the OA/FMDC within thirty (30) days after award of the contract and prior to performance of any services under the contract.

a.All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.

b.The contract number and the first year of the original contract period must be specified on the performance/payment bond.

c.For each subsequent year of the original contract period and each renewal option period, in the event the Division of Facilities Management, Design and Construction exercises an option to renew the contract, the contractor shall maintain the validity and enforcement of the performance/payment bond in an amount equal to 100% of the contract price for said period and for the facilities stated on the Pricing Page(s).

2.10 Insurance:

2.10.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.11 Termination:

2.11.1 The OA/FMDC reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.12 Liquidated Damages:

2.12.1 The contractor shall agree and understand that the provision of the HVAC maintenance services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

2.12.2 In the event that the contractor fails to restore critical HVAC equipment to design specification(s) and capacity(s), the contractor shall be assessed liquidated damages in the amount of \$500.00 for the first forty-eight (48) hour period from notification and \$500.00 for each twenty-four (24) hour period thereafter in which the identified requirement is not completed.

2.12.3 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

2.12.4 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.

2.12.5 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.13 Invoicing and Payment Terms Requirements:

2.13.1 The contractor shall submit an itemized monthly invoice itemizing services provided as well as the specific purchase order number. Services or goods must be received before payment can be made. The invoice must be submitted to the “bill to” address as specified on the purchase order.

2.13.2 Subject to the reductions stated above for damages, the contractor shall be paid in accordance with the firm, fixed prices stated on Exhibit A, the pricing page.

- a. In the event an emergency service call was required, authorized, and performed, the contractor shall be paid the firm, fixed price per hour for emergency service for those hours in which emergency service was actually provided during the monthly period.
- b. In the event supplemental service was requested, approved, and performed, the contractor shall be paid for parts and materials needed for the performance of supplemental service based on the actual net cost of the part/material and the firm, fixed percentage over actual net cost stated for parts and materials on Exhibit A. In no event shall the amount paid the contractor for any supplemental services exceed the quoted guaranteed not to exceed price provided by the contractor as set forth herein.

2.13.3 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

2.13.4 The contractor shall understand and agree the State of Missouri reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

2.13.5 The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

2.13.6 All payment terms shall be as stated in the Terms and Conditions of the contract (see paragraph 10, “Invoicing and Payment”) unless otherwise addressed in the RFP, or mutually agreed to by the state and the contractor. Payment terms should be net 30 days unless otherwise stated in the RFP. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.

2.14 Participation by Other Organizations:

2.14.1 The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Office of Administration, Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Office of Administration, Division of Purchasing and Materials Management.

- b. The Office of Administration, Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Office of Administration, Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Office of Administration, Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Office of Administration, Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Office of Administration, Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

2.15 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

2.16 Contractor's Personnel:

2.16.1 The contractor understands and agrees that by signing the RFP document, they certify the following:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor agrees to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

2.16.2 In addition, if the contractor meets the definition of a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in RSMo 285.525 pertaining to RSMo 285.530, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- 1) Enroll and participate in the E-Verify (see below for E-Verify contact information) federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 2) Provide to the OA/FMDC the documentation required in Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) Submit to the OA/FMDC a completed, notarized Affidavit of Work Authorization provided in Exhibit G, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

2.17 Subcontractors:

2.17.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.17.2 Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that

- a. the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
- b. shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

3. TECHNICAL SPECIFICATIONS

3.1 General Requirements:

3.1.1 For the purpose of this document HVAC equipment shall include chillers, boilers, pumps, air-handlers, condenser water towers, closed loop chilled water and hot water systems, to include all controlling controls located on chillers, boilers, pumps, and towers not directly part of the Metasys BAS system. A list of included equipment can be found in **Attachment #4**. Metasys BAS system and air-handler filters and filter changing will be excluded from this contract. OA/FMDC will provide filters.

3.1.2 The contractor shall provide all services to include parts and materials necessary to maintain all HVAC chillers; boilers; and associated equipment in optimum working order & first class condition in accordance with the provisions and requirements stated herein. All maintenance, inspections, and repairs must meet or exceed all applicable codes to include NFPA, IBC, ASME, etc.

3.1.3 The contractor shall provide services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever.

3.1.4 The contractor shall provide HVAC maintenance services for the chillers; boilers; and associated equipment listed on **Attachment 4** at the following state agency facilities:

- a. Wainwright State Office Building (WSOB)
111 North 7th Street
St. Louis MO 63101
- b. Prince Hall Office Building
4411 N. Newstead Ave
St. Louis MO 63115

3.1.5 Familiarity of Buildings – An offeror’s familiarity with the buildings is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on **Exhibit D**, the offeror must document a thorough knowledge of the buildings based on either (1) the offeror’s attendance at a tour, or (2) through other knowledge of the buildings gained from some other means.

- 1) The state agency will provide the OA/FMDC with the attendance record documenting all offerors who attended the scheduled tour.
- 2) If the offeror did not attend the scheduled tour, the offeror must provide relevant information regarding the offeror’s familiarity with the physical layout, condition, etc. of the building. The offeror is advised that neither the review of buildings’ floor plans nor an independent public viewing gives an accurate account or knowledge of the buildings for building equipment inspection/maintenance service purposes. Therefore, the offeror should not assume that such a review makes an offeror familiar with the buildings.

3.1.6 The contractor and each of the contractor’s personnel assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from the Missouri State Highway Patrol.

- a. By no later than fifteen (15) days after notification of award of the contract, the contractor shall provide the state agency with a copy of the security clearance information obtained from the Missouri State Highway Patrol for each person assigned to the contract.
- b. For each new person assigned to provide services, the contractor must provide the state agency with an approved security clearance prior to such person providing service in the buildings.
- c. The state agency shall have the right to deny access to the buildings to any of the contractor’s personnel for any reason.

3.1.7 The contractor shall ensure that all HVAC maintenance services are performed by and under the supervision of skilled, experienced HVAC repairmen directly employed and supervised by the contractor. Any and all employees performing the services shall be subject to the approval of the state agency.

- a. All service technicians providing services on chillers or other equipment containing refrigerant shall be EPA certified “universal”, and the contractor shall provide the state agency with proof of certification.

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3.1.8 The contractor's services shall include routine preventative maintenance and repair of faulty equipment, as well as emergency services and supplemental service.

- a. The contractor's routine preventative maintenance service shall include inspections, repairs, test, maintenance, adjustments, calibration checks, parts and material and all other services necessary to keep all HVAC equipment in the required optimum working order and first class condition.
- b. Schedule of preventive maintenance shall be according to the manufacturer's recommendations or as adjusted by the Facilities Operations Manager. Any adjustments to the manufacturer's recommendation must be submitted in writing to the Facilities Operations Manager for approval. Any adjustments by the Facilities Operations Manager will be submitted to the contractor in writing.

3.1.9 The contractor shall provide all services to the sole satisfaction of the state agency.

- a. The state agency reserves the right to observe and witness any and all work.

3.1.10 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

3.2 Pre-Maintenance Chillers and Boilers Repairs/Service Requirements:

3.2.1 Except as specified below, the contractor shall not be responsible for the Pre-Maintenance Repairs/Services, listed by the contractor on Exhibit A, the pricing page (submitted with the contractor's bid) as based on the contractor's building inspection conducted prior to submission of the bid. The contractor shall agree and understand that the state agency shall be responsible for such pre-maintenance repairs/services.

- a. After the state agency completes the listed pre-maintenance repairs/services on each chiller/boiler, the contractor shall inspect each chiller/boiler to verify its optimum working order and first class condition. After such verification, the chillers shall be turned over to the contractor for maintenance as specified herein.

3.2.2 However, if specifically authorized in writing by the state agency, the contractor shall perform the Pre-Maintenance Repairs/Services listed on Exhibit A, the pricing page. If the state agency authorizes the contractor to provide all or part of the Pre-Maintenance Repairs/Services listed, the contractor shall perform the repairs/services and shall be paid for the repair/service at the firm, fixed price stated on Exhibit A, the pricing page, for Pre-Maintenance Repairs/Services.

3.2.3 However, the contractor shall agree and understand that the state agency reserves the right to have all or part of the identified repairs/services, if any, performed by another party prior to turning the chiller/boiler over to the contractor for service under the contract.

3.3 Chillers/Boilers Pre-season Start Up/Routine Preventative Maintenance Services Requirements:

3.3.1 The contractor shall provide routine pre-season startup inspection and service, which shall be completed no later than March 30th of each year on chillers and no later than August 31st on boilers according to **Attachment 1**. However, if requested by the state agency, the contractor shall conduct the pre-season startup inspections and services earlier if weather conditions demand.

3.3.2 In, addition, the contractor must perform routine preventative maintenance services of each chiller unit one (1) time per month during the cooling season (The period from start up of the Chillers until the final shut down of the chillers).

- a. The contractor's routine chiller preventative maintenance services must include all specific tasks listed in **Attachment #3**.

3.3.3 In addition to the routine boiler inspections, preventive maintenance shall be performed by the contractor at the end of December each year, which is approximately mid heating season. The contractor shall perform all inspections according to **Attachment 1**.

3.3.4 The contractor shall provide routine maintenance services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except state holidays.

3.3.5 If necessary, the contractor shall be permitted **with** the approval of the Facilities Operations Manager to start and stop all primary equipment upon which the contractor is providing routine maintenance services.

3.3.6 The contractor must schedule bi-annual inspection through state inspector for boiler/pressure vessel certification. The contractor must document and provide all necessary certifications to Facilities Operations Manager.

3.4 Emergency Services Requirements:

3.4.1 The contractor shall be available to provide emergency services seven (7) days per week, twenty-four (24) hours per day. Emergency services shall be deemed to mean service requested by the state agency to effect repairs needing immediate attention. The contractor will provide 24 hour emergency phone numbers to the Facilities Operations Manager's office.

3.4.2 The contractor shall respond to all state agency calls for emergency services within one and one-half (1 1/2) hours to restore the HVAC equipment to proper working order.

3.4.3 The contractor must obtain the state agency's prior approval if the contractor is not able to respond to emergency service calls during the contractor's normal business hours.

3.4.4 The state agency shall provide the contractor with the name(s) of person(s) authorized to call for emergency service.

3.5 Supplemental Repairs/Services Requirements:

3.5.1 The contractor shall only provide supplemental services at the request of and with the prior written approval of the state agency.

3.5.2 For purposes of this document, supplemental services shall be defined as services such as repairs and alterations which are not included in the routine preventive maintenance services specified herein.

- a. In the event the state agency requests the contractor provide a supplemental service, the contractor shall provide the state agency with a guaranteed total not to exceed price for the requested supplemental services prior to beginning any supplemental services. Such guaranteed not to exceed total price shall be computed using the hourly price plus the parts and materials charge stated on Exhibit A, the pricing page.
- b. The contractor shall agree and understand that the state agency shall have the right to approve or reject such guaranteed not to exceed price, and shall have the right to obtain the necessary supplemental services from another party as deemed in the best interest of the State of Missouri. In the event that another party performs the necessary supplemental services, the contractor shall have the right to inspect work to verify equipment repaired is in first class condition prior to resuming the maintenance service.

3.5.3 The contractor shall provide supplemental service within a twenty-four (24) hour period after the contractor receives authorization to proceed.

3.5.4 The contractor shall provide supplemental services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except state holidays.

3.6 State Agency Requirements:

3.6.1 The state agency shall provide the following:

- a. A locked metal storage cabinet as needed by the contractor for storage of spare parts.
- b. The contractor shall understand the state agency shall operate all chillers and boilers within the design parameters of the equipment.
- c. The contractor shall understand the state agency shall maintain water treatment on all water sides of the equipment. A qualified water treatment firm shall be retained for the equipment under this standard.

3.7 Parts and Material Requirements:

3.7.1 The contractor shall provide new instrumentation and parts and/or materials replacement, except as identified elsewhere herein, as required to maintain the HVAC equipment in good working condition.

3.7.2 All parts and/or materials furnished and installed by the contractor shall be genuine replacements, for the equipment on which they are used, unless substitution is specifically approved by the state agency prior to installation. No “makeshift” or substitute parts and/or materials shall be permitted for making repairs.

3.7.3 The contractor must obtain the state agency’s prior approval for the purchase of parts and materials that are not genuine replacement parts and material.

3.8 Alternate Warranty Requirements:

3.8.1 The contractor should unconditionally warrant the chiller units for the life of the contract.

- a. The contractor shall not be held liable for equipment failure due to state agency negligence, water side tube failure or blockage, sabotage, fire, acts of God, and /or acts of war.

3.8.2 The contractor must maintain all HVAC equipment in first class, design operating condition during operation.

3.8.3 The contractor must at a minimum warranty all supplemental work including all parts and labor for a period of 12 months.

3.9 Maintenance Availability:

3.9.1 The contractor may schedule the chiller units out of service for routine maintenance during the peak cooling period (subject to actual cooling loads) with prior written approval from Facilities Operations Manager.

3.9.2 The contractor may routinely service the units at any time during the weekday hours of 7:00 a.m. to 5:00 p.m. or on Saturday and Sunday with prior state agency approval, and with a minimum of twenty-four hours advance notice to arrange access.

3.10 Inclusion/Exclusion of Individual Chillers\Boilers:

3.10.1 Due to renovation and other circumstances as may arise, the state agency reserves the option to include or exclude one or more of the chillers or boilers listed herein.

3.10.2 The contractor shall be given thirty (30) days written notice when existing chiller or boiler equipment shall be excluded from the contract or renovated chiller equipment included in the contract.

3.11 Independent Inspections:

3.11.1 The contractor shall maintain all HVAC equipment and systems in optimum working order and first class condition at all times.

- a. The state agency shall have the right at any time during the contract to have an independent inspection of any or all equipment covered by this contract. In the event that repairs and/or services are identified during such inspection, the contractor shall perform such repair and/or service or shall be charged for the cost of such repair and/or service performed by another party. The amount charged by the other party shall be deducted from the contractor's payment or invoiced to the contractor as a total amount due.

3.12 Reports and Deliverables:

3.12.1 Upon completion of pre-season start-up service and inspection for boilers a copy of (Attachment #1) shall be submitted to the Facilities Operations Manager. For all chillers, the contractor shall complete and submit to the Facilities Operations Manager a Pre-Season Inspection (**Attachment #1**) and a Performance Log (**Attachment #2**) which shall include, but not necessarily be limited to, the list below where applicable on all chiller equipment:

- a. Chilled water temperature in
- b. Chilled water temperature out
- c. Condenser water temperature in
- d. Condenser water temperature out
- e. Pressure differential across evaporator
- f. Pressure differential across condenser
- g. Suction pressure and temperature
- h. Condensing pressure and temperature
- i. Sub cooling
- j. High pressure cutout control
- k. Machine temperature controller
- l. Running amps
- m. Ambient temperature
- n. Condenser pump amps
- o. Chilled water amps

3.12.2 Upon completion of monthly routine preventative maintenance services of all chiller equipment, the contractor shall complete and submit to the Facilities Operations Manager a Monthly Inspection report (**Attachment #3**).

3.12.3 The contractor shall submit a written report and recommendation at the conclusion of all supplemental and emergency services to the state agency. The report shall include, but not be limited to the following:

- a. A detailed description of the maintenance or repair work performed
- b. Serial No., size (in tons), and manufacturer of the unit upon which the work was performed
- c. Date and time service was performed
- d. Reason for service, i.e. emergency repair, routine maintenance, etc
- e. Parts installed or supplies used

3.13 Additional Requirements:

3.13.1 The contractor shall report to and log in and out of the state agency's security department at each visit to the state agency. In addition, the contractor shall report to the state agency's designated representative at each visit to the state agency during the hours of 6:00 a.m. to 5:00 p.m.

3.13.2 The contractor shall ensure that the contractor's employees wear a badge identifying the individual as an employee of the contractor and the state issued ID badge at any time services are being provided.

3.13.3 The contractor must dispose of all used oil and Freon according to all applicable Environmental Protection Agency (EPA) regulations.

- a. The contractor should recycle used oil, utilize used oil as a waste to energy resource, and/or recycle or re-use used Freon where feasible.

3.14 Reports Requirement:

3.14.1 The contractor shall prepare and submit a written report on a quarterly basis indicating purchases made by state agencies off the contract. This report must at minimum show items by contract item number, and respective volumes purchased for each item. This report must be submitted to the OA/FMDC at P.O. Box 809, Jefferson City, Missouri, 65102, and directed to the Buyer's attention.

4. OFFEROR'S SUBMISSION INFORMATION

4.1 Submission of Proposals:

4.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING/VENDOR REGISTRATION SYSTEM WEBSITE IS NOT AVAILABLE FOR THIS RFP.

4.1.2 Proposals must be submitted by delivery of a hard copy to the OA/FMDC office. Delivered proposals must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High, Rm. 730 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required.

4.1.3 The sealed envelope or container containing a proposal must be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.

4.1.4 The offeror's proposal should include an original document, plus four (4) copies.

4.1.5 Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

4.1.6 Open Records: Pursuant to Section RSMo 610.021, the offeror's proposal shall be considered an open record after a contract is executed or all proposals are rejected. The offeror shall not submit the entire proposal as proprietary or confidential. The offeror may submit a part of the proposal as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the offeror's proposal allowed by the statute need to be separated, sealed, and clearly marked as confidential within the offeror's proposal. Also, the offeror should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021.

4.2 Evaluation and Award Process:

4.2.1 After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Cost 120 points
- b. Experience, Reliability, and Expertise of Personnel.....35 points
- c. Method of Performance.....35 points
- b. MBE/WBE Participation.....10 points

4.2.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Facilities Management, Design and Construction. In addition, the offeror may be

asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by OA/FMDC.

4.2.3 Proposals will be subjectively evaluated based on the offeror's plan for performing the requirements of the RFP. Therefore, the offeror should present information which demonstrates the method or manner in which the offeror proposes to satisfy these requirements and which confirms the offeror's ability to satisfy the requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

4.3 Price Submission and the Evaluation of Cost:

4.3.1 The offeror shall submit firm fixed prices for all items on the Pricing Page of the RFP. All pricing shall be considered firm for the duration of the contract period indicated on the Notice of Award page of the contract.

- a. Cost shall be based upon the sum of the maintenance on each covered chiller/boiler and associated equipment for twelve (12) months, one hour of emergency service during normal business hours, one hour of emergency service outside normal business hours, and \$1,000 worth of parts/materials. The \$1,000 worth of parts/materials shall not be included in the cost evaluation, only the total of the percentage of the net cost of the parts and materials shall be included.
- b. The evaluation of cost will include the original and all potential renewal periods.

4.3.2 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Bidder's Price}}{\text{Compared Bidder's Price}} \times 120 = \text{Cost evaluation points}$$

4.4 Evaluation of Offeror's Experience, Reliability, Expertise of Personnel:

4.4.1 Experience, reliability and expertise of personnel of offeror's organization shall be considered subjectively in the evaluation process. **Exhibit B** is provided to seek additional information on which to evaluate the offeror. The information will be subjectively evaluated. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, shall be used in the subjective evaluation.

4.4.2 The offeror should provide evidence of (1) the offeror's proven leadership in the inspection/maintenance business of mechanical equipment, (2) the offeror's years of experience in the provision of on-site maintenance services of mechanical equipment

4.4.3 The offeror should provide the following information related to previous and current services/contracts performed by the offeror's proposed branch office and any proposed subcontractors which are similar to the requirements of this RFP. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof

4.4.4 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

a. The offeror may utilize **Exhibit B** for summarizing the personnel information and should submit detailed resumes for proposed key personnel.

- 1) Resumes should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
- 2) Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.

4.4.5 Licenses - The offeror should submit a copy of all licenses and/or certifications related to the performance of the services required herein that are held by the personnel proposed to provide such services. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.4.6 The offeror is encouraged to respond to each of the technical requirements as identified in Section 3 of the RFP. When no specific narrative or explanation to the requirement is necessary, the offeror may indicate their agreement to comply with the requirement by stating "Agree to comply as stated".

4.5 Evaluation of Offeror's Proposed Method of Performance:

4.5.1 The offeror should provide information relative to the offeror's proposed functional and technical capabilities, especially information as it relates to the offeror's ability to provide the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in **Exhibit C**. Exhibit C is provided for the offeror's use in providing information about the proposed method of performance. The offeror may also respond to the provisions in the Contractual Requirements by: (1) identifying each specific paragraph and subparagraph of the Contractual Requirements by paragraph number, (2) then writing a description of how, when, by whom, with what, to what degree, why, where, etc., the requirement will be satisfied and otherwise detailing the offeror's understanding of the requirements and ability and methodology to successfully perform.

4.5.2 The evaluation of the offeror's proposed functional and technical capabilities shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

4.6 Business Compliance

4.6.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the OA/FMDC. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

4.7 Evaluation of Offeror's Minority Business Enterprise (MBE)/ Women Business Enterprise (WBE) Participation:

4.7.1 In order for the OA/FMDC to meet the provisions of Executive Order 05-30, the offeror should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- c. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)

4.7.2 The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

4.7.3 If Participation Meets Target: Offerors proposing MBE and WBE participation percentages that meet the State of Missouri’s target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE Participation evaluation points.

- a. If Participation Exceeds Target: Offerors proposing MBE and WBE participation percentages that exceed the State of Missouri’s target participation shall be assigned the same MBE/WBE Participation evaluation points as those meeting the State of Missouri’s target participation percentages stated above.
- b. If Participation Below Target: Offerors proposing MBE and WBE participation percentages that are lower than the State of Missouri’s target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE Participation evaluation points than the maximum MBE/WBE Participation evaluation points.
- c. If No Participation: Offerors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of 0 in this evaluation category.

4.7.4 MBE/WBE Participation evaluation points shall be assigned using the following formula:

$\frac{\text{Offeror's Proposed MBE \%} \leq 10\% + \text{WBE \%} \leq 5\%}{\text{State's Target MBE \% (10) + WBE \% (5)}}$	x	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
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4.7.5 If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide the following information with the proposal.

- a. Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete **Exhibit E**, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must include the offeror in the appropriate table on the Participation Commitment Form.
- b. Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, signed by each MBE and WBE proposed or must provide a recently dated letter of intent signed by each MBE and WBE proposed which: (1) must describe the

products/services the MBE/WBE will provide; (2) must indicate the MBE/WBE's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the RFP number or other identifier) in an amount that must equal the percentage specified on the offeror's Participation Commitment Form, Exhibit E; and (3) should include evidence that the MBE/WBE is qualified, as defined herein. (i.e. the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the OSWD.)

4.7.6 Commitment – If the offeror's proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror on **Exhibit E**, Participation Commitment, as verified by the MBE/WBE's documentation of intent to participate, shall be interpreted as a contractual requirement.

4.7.7 Definition -- Qualified MBE/WBE:

- a. In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) at the time of submission of the proposal.
- b. MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- c. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

4.7.8 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity
Harry S Truman Bldg., Room 630
P.O. Box 809
Jefferson City, MO 65102-0809
Phone: (877) 259-2963 or (573) 751-8130
Fax: (573) 522-8078
Web site: <http://www.oswd.mo.gov>

4.8 Contact:

4.8.1 Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc. related to the RFP document must be referred to the Buyer of Record identified on the first page of this document. Such communication should be received at least ten calendar days prior to the official proposal opening date.

4.9 Preprinted Marketing Materials:

4.9.1 The offeror may submit preprinted marketing materials with the proposal. However, the offeror is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

4.9.2 It is the offeror's responsibility to provide detailed information about how the item proposed meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the offeror should provide detailed information to assure that the product meets the state's mandatory requirements. In the event this

information is not submitted with the proposal, the buyer may, but is not required to, seek written clarification from the offeror to provide assurance that the product bid meets specifications.

4.10 Bid Detail Requirements and Deviations:

4.10.1 It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal non-responsive. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.

- a. **Offerors should note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.

4.11 Preference for Organizations for the Blind and Sheltered Workshops:

4.11.1 Pursuant to 34.165 RSMo, a ten (10) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo.

4.11.2 In order to qualify for the ten bonus points, the offeror must meet following the conditions and provide the following evidence:

- a. The offeror must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.
- b. The offeror must use the organization for the blind or sheltered workshop in a manner that will constitute an added value or provide a service required as part of the performance of the contract.
- c. The offeror must provide the following information with the proposal:

4.11.3 Participation Commitment - The offeror must complete **Exhibit E**, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the offeror submitting the proposal is an organization for the blind or sheltered workshop, the offeror must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The offeror must either provide a properly completed **Exhibit E**, Documentation of Intent to Participate Form, signed by the organization for the blind or sheltered workshop proposed or must provide a recently dated letter of intent signed by the organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide; (2) must indicate the organization for the blind/sheltered workshop's commitment to aid the offeror in the performance of the required services and/or provision of the required products (identified by the RFP number or other identifier) in an amount that must equal the amount specified on the offeror's Participation Commitment Form, **Exhibit E**; and (3) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

4.11.4 A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/index.html>.

4.11.5 The websites for the Missouri Lighthouse for the Blind and the Alphapointe Association for the Blind can be found at the following internet addresses:

<http://www.lhbindustries.com>

<http://www.alphapointe.org>

4.11.6 Commitment – If the offeror’s proposal is awarded, the participation committed to by the offeror on **Exhibit E**, Participation Commitment, as verified by the organization for the blind/sheltered workshop’s documentation of intent to participate, shall be interpreted as a contractual requirement.

4.12 Missouri Service-Disabled Veteran Business Preference:

4.12.1 Any offeror eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must review and complete **EXHIBIT F**, MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE and provide the specified documentation in accordance with the instructions provided therein.

4.13 Affidavit of Work Authorization and Documentation:

4.13.1 Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of **Exhibit G**, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of **Exhibit G** must be submitted prior to an award of a contract.

4.14 Debarment Certification:

4.14.1 The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The offeror should complete and return the attached certification regarding debarment, etc., **Exhibit H** with their proposal. This document must be satisfactorily completed prior to award of the contract.

4.15 Miscellaneous Information - The offeror should complete and submit **Exhibit I**, Miscellaneous Information.

4.16 Health insurance portability and accountability act of 1996 (HIPAA) - The Contractor hereby certifies that he will comply with all of the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein specifically with respect to work performed in any facility occupied by the Department of Mental Health. Information regarding the Department of Mental Health’s HIPAA requirements can be found at: www.dmh.mo.gov/cps/confidentiality/HIPAA.htm.

EXHIBIT A
PRICING PAGE

The offeror shall provide a firm, fixed price per month for providing services in accordance with the requirements and provisions of this document. All costs associated with providing the required services shall be included in the stated prices.

A.1 Wainwright State Office Building:

Line	Service	Original Contract Period Firm, Fixed Price per Month	1 st Renewal Option Period Firm, Fixed Price per Month	2 nd Renewal Option Period Firm, Fixed Price per Month	3 rd Renewal Option Period Firm, Fixed Price per Month	4th Renewal Option Period Firm, Fixed Price per Month
001	Firm, Fixed Monthly Price for Chiller Maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
002	Firm, Fixed Monthly Price for Boiler Maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
003	Firm, Fixed Monthly Price for Associated Equipment Maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

A.2 Pre-Maintenance Repairs/Services – Wainwright State Office Building: The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror's inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is need, copy this page and submit with proposal.

Covered Unit	Repairs Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____

A.3 Prince Hall Office Building:

Line	Service	Original Contract Period Firm, Fixed Price per Month	1 st Renewal Option Period Firm, Fixed Price per Month	2 nd Renewal Option Period Firm, Fixed Price per Month	3 rd Renewal Option Period Firm, Fixed Price per Month	4th Renewal Option Period Firm, Fixed Price per Month
004	Firm,Fixed Monthly Price for Chiller Maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
005	Firm,Fixed Monthly Price for Boiler Maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
006	Firm,Fixed Monthly Price for Associated Equipment Maintenance	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

- A.4 Pre-Maintenance Repairs/Services – Prince Hall Office Building:** The offeror must submit an itemized list of repairs/services found to be needed, based on the offeror's inspection of the covered units, to restore each covered unit to optimum working order and first class operating condition and a firm, fixed total price for such repairs/services. If additional space is need, copy this page and submit with proposal.

Covered Unit	Repairs Needed	Firm, Fixed Price
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Firm, Fixed Price for Pre-Maintenance Repairs/Services for All Covered Units		\$ _____

The offeror shall provide a firm, fixed price per hour for on-site emergency and/or supplemental repairs/services in accordance with the requirements and provisions of this document. All costs associated with providing the required services shall be included in the stated prices. In addition, the offeror shall state a firm, fixed percentage over the actual net cost for parts and materials. The offeror shall agree and understand that the percentage over net cost shall remain firm and unchanged for the entire term of the contract.

A.5 Emergency and Supplemental Service Requirements:

Line	Service	Original Contract Period Firm, Fixed Price per Hour	1 st Renewal Option Period Firm, Fixed Price per Hour	2 nd Renewal Option Period Firm, Fixed Price per Hour	3 rd Renewal Option Period Firm, Fixed Price per Hour	4th Renewal Option Period Firm, Fixed Price per Hour
007	Emergency/Supplemental Services Regular Office Hours 7:00 a.m. – 5:00 p.m.	\$_____	\$_____	\$_____	\$_____	\$_____
008	Emergency/Supplemental Services for Before/After Regular Office Hours	\$_____	\$_____	\$_____	\$_____	\$_____
009	Percentage Over Actual Net Cost for Parts/Materials		_____ %			

The offeror should provide a firm, fixed price per month for providing unconditional warranty of all chillers for the life of the contract. All costs associated with providing the unconditional warranty shall be included in the stated prices.

A-6 Alternate Warranty Requirements:

Line	Service	Original Contract Period Firm, Fixed Price per Hour	1 st Renewal Option Period Firm, Fixed Price per Hour	2 nd Renewal Option Period Firm, Fixed Price per Hour	3 rd Renewal Option Period Firm, Fixed Price per Hour	4th Renewal Option Period Firm, Fixed Price per Hour
009	Firm, Fixed Monthly price for Unconditional Warranty of Chillers – Wainwright State Office Building	\$_____	\$_____	\$_____	\$_____	\$_____
010	Firm, Fixed Monthly price for Unconditional Warranty of Chillers – Prince Hall Office Building	\$_____	\$_____	\$_____	\$_____	\$_____

EXHIBIT B
EXPERIENCE, RELIABILITY, EXPERTISE OF PERSONNEL

B.1 PRIOR EXPERIENCE

The offeror should complete the following with information about the offeror's organization and should provide information that documents and verifies the number of years stated in each blank, as appropriate:

<u>Offeror Information</u>	<u>Dates</u>	<u>Explanation and Detailed Support Verifying Dates</u> (ie: contract/client name, etc)
Total number of years in business	Beginning Date: _____	
Total number of years operating in the provision of on-site mechanical maintenance services.	Beginning Date: _____	
Total number of years maintaining boilers and chillers	Beginning Date: _____	

The offeror should provide the following information about client history:

<u>Offeror Information</u>	<u>Numbers</u>	<u>Explanation and Detailed Support</u>
Total number of clients for similar sized buildings	Total Number _____	
Largest Current Client	Square Feet _____ Number of Floors _____	

The offeror should provide the following information about the offeror:

<u>Offeror Information</u>	<u>Explanation and Detailed Support</u>
Organizational history- including ownership structure, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc.	
Current financial condition – (such as most recent year audited financial statements, if public information, or other information documenting financial solvency). If the offeror is a subsidiary, provide this information for the parent company.	
Describe the structure of the organization including any board of directors, partners, top departmental management, etc	

EXHIBIT B
EXPERIENCE, RELIABILITY, EXPERTISE OF PERSONNEL

B.2 RELIABILITY

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's current and previous experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name or Subcontractor Name: _____	
Reference Information (Prior Services Performed For:)	
Name of Reference Company:	
Address of Reference Company <input checked="" type="checkbox"/> Street Address <input checked="" type="checkbox"/> City, State, Zip	
Reference Contact Person Information: <input checked="" type="checkbox"/> Name <input checked="" type="checkbox"/> Phone # <input checked="" type="checkbox"/> E-mail Address	
Dates of Prior Services:	
Dollar Value of Prior Services	
Description of Prior Services Performed	

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT B
EXPERIENCE, RELIABILITY, EXPERTISE OF PERSONNEL

B.3 PERSONNEL EXPERTISE SUMMARY
(Complete this Exhibit for personnel proposed. Resumes or summaries of key information may be provided)

Personnel	Background and Expertise of Personnel and Planned Duties
1. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
2. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	
3. _____ (Name) _____ (Title) _____ (Proposed Role/Function)	

EXHIBIT C**METHOD OF PERFORMANCE**

The following information should be provided by the offeror in order to evaluate the Method of Performance of the offeror. The evaluation of the Method of Performance shall be subjective. The State reserves the right to use this information, including information gained from any other source during the evaluation process.

1. It is the offeror's responsibility to make sure all services proposed are adequately described. It should not be assumed that the evaluator(s) has specific knowledge of the services proposed; however, the evaluator(s) does have sufficient technical background to conduct an evaluation when presented complete information.
2. In presenting the method of performance, the offeror should submit or describe the following:
 - The offeror's method of capturing and recycling or disposing by environmentally safe methods all ozone depleting substances encountered during the maintenance/repair or servicing of HVAC equipment and systems.
 - The offeror should indicate their process for responding to priority level calls and emergency situations.
 - The offeror should describe their training program.
 - The offeror should describe their safety program.
 - The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
2. Organizational Chart - The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The organizational chart should include (1) The relationship of service personnel to management and support personnel, (2) The names of the personnel and the working titles of each, and (3) Any proposed subcontractors including management, supervisory, and other key personnel.
 - a. Along with a detailed organizational chart, the offeror should describe the following:
 - 1) How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
 - 2) Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

EXHIBIT D

FAMILIARITY OF BUILDINGS

The offeror must document a thorough knowledge of the buildings based on either (1) the offeror’s attendance at the scheduled tour, or (2) through other knowledge of the buildings gained from some other means.

	<p>I attended the scheduled tour.</p> <p>The offeror’s attendance at the tour shall be verified by the attendance record.</p> <p>_____ Wainwright State Office Building</p> <p>_____ Prince Hall Office Building</p>
_____	<p>I did <u>not</u> attend the scheduled tour.</p> <p>The offeror must provide relevant information regarding their familiarity with the physical layout, condition, etc., of the buildings. The offeror is advised that neither the review of buildings’ floor plans nor an independent public viewing gives an accurate account of knowledge of the buildings for mechanical service purposes.</p> <p>_____</p> <p>_____</p> <p>_____</p>

EXHIBIT E
PARTICIPATION COMMITMENT

Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Commitment – If the offeror is committing to participation by or if the offeror is a qualified organization for the blind/sheltered workshop and/or MBE/WBE, the offeror must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the offeror's proposal.

Organization for the Blind/Sheltered Workshop Commitment Table		
Name of Organization for the Blind or Sheltered Workshop Proposed	Committed Participation (\$ amount or % of total value of contract)	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the offeror must either (1) enter the participation percentage under MBE or WBE, **or** must (2) split the participation between both MBE and WBE. If splitting the participation between both MBE and WBE, do **not double count** the participation.

MBE Participation Commitment Table		
Name of Each Qualified Minority Business Enterprise (MBE) Proposed	Committed Percentage of Participation for Each MBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed MBE
1.	%	
2.	%	
3.	%	
4.	%	
Total MBE Percentage:	%	

WBE Participation Commitment Table		
Name of Each Qualified Women Business Enterprise (WBE) proposed	Committed Percentage of Participation for Each WBE (% of the Total Contract Value)	Description of Products/Services to be Provided by Listed WBE
1.	%	
2.	%	
3.	%	
4.	%	
Total WBE Percentage:	%	

EXHIBIT E, continued**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the offeror is proposing to include the participation of an Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) in the provision of the products/services required in the RFP, the offeror must either provide a recently dated letter of intent from each organization documenting the following information, or complete and provide this Exhibit with the offeror's proposal.

~ Copy This Form For Each Organization Proposed ~

1. Offeror
Name: _____

This Section To Be Completed by Participating Organization:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the offeror identified above.

Indicate appropriate business classification(s):

_____ MBE _____ WBE _____ Organization for the Blind _____ Sheltered Workshop

Name of Organization _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ Certification # _____

(or attach copy of certification)

Describe the products/services you (*as the participating organization*) have agreed to provide:

Document the amount of participation the offeror has committed to you (*as the participating organization*) for the products/services you are providing:

If MBE/WBE: _____ % of Total Value of Contract

If Organization for Blind / _____ or % of Total Value of Contract
Sheltered Workshop: _____ Total Dollar Amount

Authorized Signature:

Authorized Signature of Participating Organization

Date

EXHIBIT F**MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE**

Pursuant to 34.074 RSMo, the OA/FMDC has a goal of awarding three (3) percent of all contracts for the performance of any job or service to service-disabled veteran businesses (see below for definitions included in 34.074 RSMo) either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entity, are comparable.

Definitions:

Service-Disabled Veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business is defined as a business concern:

- a. not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. the management and daily business operations of which are controlled by one or more service-disabled veterans.

If an offeror meets the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, the offeror **must** provide the following with the proposal in order to receive the Missouri service-disabled veteran business preference over a non-Missouri service-disabled veteran business when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing proposals, in their entirety, are comparable:

- a. a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the offeror's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the offeror was in, stating that the offeror has a service-connected disability rating ranging from 0 to 100% disability; and
- b. a completed copy of this exhibit

(NOTE: For ease of evaluation, please attach copy of the above-referenced letter from the VA or a copy of the offeror's discharge paper to this Exhibit.)

By signing below, I certify that I meet the definitions of a service-disabled veteran and a service-disabled veteran business as defined in 34.074 RSMo and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

Service-Disabled Veteran's Name
(Please Print)

Service-Disabled Veteran Business Name

Service-Disabled Veteran's Signature

Missouri Address of Service-Disabled Veteran Business

EXHIBIT G

BUSINESS ENTITY CERTIFICATION,
ENROLLMENT DOCUMENTATION,
AND
AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The offeror/contractor must certify their current business status by completing either Box A or Box B on this Exhibit.

Business entity, as defined in RSMo 285.525 pertaining to RSMo 285.530, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in RSMo 285.525 pertaining to RSMo 285.530 as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of Subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under SDA483 and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements state in Box B and provide the Office of Administration, Division of Facilities Management, Design and Construction with all documentation required in Box B of this exhibit.

 Authorized Representative's Name
 (Please Print)

 Authorized Representative's Signature

 Company Name (if applicable)

 Date

EXHIBIT G, continued**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity
Representative's Name
(Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

As a business entity, the offeror/contractor must perform/provide the following. The offeror/contractor should check each to verify completion/submission:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the offeror/contractor's name and the MOU signature page completed and signed, at minimum, by the offeror/contractor and the Department of Homeland Security – Verification Division; (if the signature page of the of the MOU lists the offeror/contractor name, then no additional pages of the MOU must be submitted); AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT G, continued**AFFIDAVIT OF WORK AUTHORIZATION:**

The offeror/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program in respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to SDA483 for the duration of the contract, if awarded in accordance with subsection 2 of section 285.530 RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to SDA483 for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT H

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT I**MISCELLANEOUS INFORMATION****Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the offeror **MUST** disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in offeror's organization:	_____ %

ATTACHMENT #1
PRE-SEASON CHILLER INSPECTION
WAINWRIGHT STATE OFFICE BUILDING

CHILLER #: _____

SERIAL # _____

COMPRESSOR MOTOR:

REMARKS:

() MOTOR CONTINUITY CHECK

() CHECK AND TIGHTEN MOTOR TERMINALS

() MEGER MOTOR
PHASE I ()

(RECORD ON PERFORMANCE LOG)

PHASE II ()

(RECORD ON PERFORMANCE LOG)

PHASE III ()

(RECORD ON PERFORMANCE LOG)

STARTER:

() CHECK CONDITION OF STARTER CONTACTS,
TIGHTEN TERMINALS

OIL SUMP:

() CHANGE OIL/FILTERS

() SAMPLE WASTE OIL, SUBMIT REPORT

() INSPECT OIL HEATER

() OIL PUMP MOTOR GROUND CHECK,
CHECK/TIGHTEN MOTOR TERMINALS

() MEGER OIL PUMP MOTOR

CONDENSER:

() REMOVE HEAD FOR CLEANING,
RE-INSTALL WITH NEW GASKET

CONTROL CIRCUITS:

() LOW REFRIGERANT TEMPERATURE SENSOR

() LEAVING EVAP. TEMPERATURE SENSOR

() CONDENSER HIGH PRESSURE SWITCH

- () CHECK NET OIL PRESSURE
- () CHECK VANE OPERATOR, VANE AND STEPPER MOTOR

LEAK TEST CHILLER:

- () SAMPLE REFRIGERANT, SUBMIT REPORT
- () REPLACE REFRIGERANT FILTERS
- () LEAK TEST

PURGE TEST:

- () PERFORM PURGE SYSTEM CONTROL CHECK

START-UP:

- () CONDUCT SAMPLE START UP
- () OPERATE/LOG UNIT

COMMENTS:

RECOMMENDATIONS:

COMPLETED BY:_____

DATE:_____

ATTACHMENT #1
PRE-SEASON CHILLER INSPECTION
PRINCE HALL FACILITY

CHILLER #: _____

SERIAL # _____

COMPRESSOR MOTOR:

REMARKS:

() MOTOR CONTINUITY CHECK

() CHECK AND TIGHTEN MOTOR TERMINALS

() MEGGER MOTOR

PHASE I ()

(RECORD ON PERFORMANCE LOG)

PHASE II ()

(RECORD ON PERFORMANCE LOG)

PHASE III ()

(RECORD ON PERFORMANCE LOG)

STARTER:

() CHECK CONDITION OF STARTER CONTACTS,
TIGHTEN TERMINALS

OIL SUMP:

() CHANGE OIL/FILTERS

() SAMPLE WASTE OIL, SUBMIT REPORT

() CHECK MASTER SOLENOID VALVE

() INSPECT OIL HEATER

() MEGGER OIL PUMP MOTOR

() OIL PUMP MOTOR GROUND CHECK,
CHECK/TIGHTEN MOTOR TERMINALS

CONDENSER:

() REMOVE HEAD FOR CLEANING,
RE-INSTALL WITH NEW GASKET

EVAPORATOR:

() INSPECT EVAPORATOR TUBES.

CONTROL CIRCUITS:

() LOW REFRIGERANT TEMPERATURE SENSOR

- () LEAVING EVAP. TEMPERATURE SENSOR
- () CHECK NET OIL PRESSURE
- () CHECK SLIDE VALVE OPERATION MOTOR

LEAK TEST CHILLER:

- () SAMPLE REFRIGERANT, SUBMIT REPORT
- () REPLACE REFRIGERANT FILTERS
- () LEAK TEST

START-UP:

- () CONDUCT SAMPLE START UP
- () OPERATE/LOG UNIT

COMMENTS:

RECOMMENDATIONS:

COMPLETED BY:_____

DATE:_____

ATTACHMENT #1**PRE-SEASON BOILER INSPECTION**
WAINWRIGHT STATE OFFICE BUILDING**BOILERS #:** HYDRO STEAM 3EA**MODEL #** HWR3668-96-4C**CONTROLS:**

- () CHECK HOT WATER PRESSURE GAUGES FOR CORRECT OPERATION.
- () CHECK OPERATION OF PRESSURE RELIEF FOR CORRECT OPERATION.
- () CHECK FOR PROPER OPERATION OF PRIMARY CONTROLS FOR HEATING ELEMENTS, SAFETIES, LOW WATER CUT OUTS ETC.
- () CHECK AND ADJUST THERMOSTAT.
- () CHECK ELECTRICAL WIRING TO HEATING ELEMENTS, BLOWER, MOTORS, OVERCURRENT PROTECTIVE DEVICES, GROUNDING SYSTEM AND OTHER ELECTRICAL COMPONENTS AS REQUIRED.
- () CHECK OVER- TEMPERATURE AND OVER-PRESSURE LIMIT CONTROLS FOR PROPER OPERATION.
- () CHECK BOILER OPERATION THROUGH COMPLETE CYCLE OR UP TO 10 MINUTES. LOG OPERATING DATE, TIME, PRESSURES AND TEMPERATURES.

BOILER:

- () INSPECT ALL PIPING, FITTINGS FOR RUST OR CORROSION, LOOSE FITTINGS ETC.
- () INSPECT BOILER CABINET FOR RUST OR DAMAGE.
- () INSPECT HEATER COILS/HEATER CONTROLS/CONTINUITY

PUMPS AND CONTROLS:

- () CHECK OPERATION OF HOT WATER CIRCULATING PUMPS.
- () CHECK MOTOR WIRING, LUBRICATION AND CLEAN OUT MOTOR WINDINGS AND VENTS.

COMMENTS:

RECOMMENDATIONS: _____

COMPLETED BY: _____

DATE: _____

ATTACHMENT #1**PRE-SEASON BOILER INSPECTION**
PRINCE HALL STATE OFFICE BUILDING**BOILERS #: CLEVER BROOKS 2EA****MODEL # CB-200-250****BOILER:**

- () CHECK HOT WATER PRESSURE GAUGES FOR CORRECT OPERATION.
- () CHECK OPERATION OF PRESSURE RELIEF FOR CORRECT OPERATION.
- () CHECK OPERATION OF BOILER LOW WATER CUT OFF DEVICES.
- () CHECK OPERATION OF MERCURY CONTROL SWITCHES (ie., STEAM PRESSURE, HOT WATER TEMPERATURE LIMIT, ATOMIZING OR COMBUSTION AIR PROVING, ETC.).
- () CHECK FOR PROPER OPERATIONAL RESPONSE OF BURNER TO THERMOSTAT CONTROLS.
- () CHECK MAIN FLAME FAILURE PROTECTION AND MAIN FLAME DETECTION SCANNER ON BOILER EQUIPPED WITH SPARK IGNITION.
- () CHECK OVER- TEMPERATURE AND OVER-PRESSURE LIMIT CONTROLS FOR PROPER OPERATION.
- () CHECK COMBUSTION CHAMBER FOR AIR OR GAS LEAKS.
- () INSPECT AND CLEAN BURNER ASSEMBLY INCLUDING IGNITION ASSEMBLY WHERE APPLICABLE.
- () INSPECT FUEL SYSTEM FOR LEAKS, OR DAMAGED CONNECTIONS.
- () INSPECT AND CLEAN WATER COLUMN SIGHT GLASS (OR REPLACE).
- () CLEAN AND INSPECT WATER SIDE AND FIRESIDE OF BOILER.
- () CHECK CONDITION OF FLUE PIPE, DAMPER AND EXHAUST STACK.
- () CHECK BOILER OPERATION THROUGH COMPLETE CYCLE, UP TO 30 MINUTES.
- () CLEAN AREA AROUND BOILER.
- () INSPECT ALL PIPING, FITTINGS FOR RUST OR CORROSION, LOOSE FITTINGS ETC.
- () INSPECT BOILER CABINET FOR RUST OR DAMAGE.

PUMPS AND CONTROLS:

- () CHECK OPERATION OF HOT WATER CIRCULATING PUMPS.

COMMENTS: _____

RECOMMENDATIONS: _____

COMPLETED BY: _____

DATE: _____

ATTACHMENT #1**PRE-SEASON BOILER INSPECTION**
PRINCE HALL STATE OFFICE BUILDING**BOILERS #: BURNHAM 1EA****MODEL # 4F-154-4.5****BOILER:**

- () CHECK HOT WATER PRESSURE GAUGES FOR CORRECT OPERATION.
- () CHECK OPERATION OF PRESSURE RELIEF FOR CORRECT OPERATION.
- () CHECK OPERATION OF BOILER LOW WATER CUT OFF DEVICES.
- () CHECK OPERATION OF MERCURY CONTROL SWITCHES (ie., STEAM PRESSURE, HOT WATER TEMPERATURE LIMIT, ATOMIZING OR COMBUSTION AIR PROVING, ETC.).
- () CHECK FOR PROPER OPERATIONAL RESPONSE OF BURNER TO THERMOSTAT CONTROLS.
- () CHECK MAIN FLAME FAILURE PROTECTION AND MAIN FLAME DETECTION SCANNER ON BOILER EQUIPPED WITH SPARK IGNITION.
- () CHECK OVER- TEMPERATURE AND OVER-PRESSURE LIMIT CONTROLS FOR PROPER OPERATION.
- () CHECK COMBUSTION CHAMBER FOR AIR OR GAS LEAKS.
- () INSPECT AND CLEAN BURNER ASSEMBLY INCLUDING IGNITION ASSEMBLY WHERE APPLICABLE.
- () INSPECT FUEL SYSTEM FOR LEAKS, OR DAMAGED CONNECTIONS.
- () INSPECT AND CLEAN WATER COLUMN SIGHT GLASS (OR REPLACE).
- () CLEAN AND INSPECT WATERSIDE AND FIRESIDE OF BOILER.
- () CHECK CONDITION OF FLUE PIPE, DAMPER AND EXHAUST STACK.
- () CHECK BOILER OPERATION THROUGH COMPLETE CYCLE, UP TO 30 MINUTES.
- () CLEAN AREA AROUND BOILER.
- () INSPECT ALL PIPING, FITTINGS FOR RUST OR CORROSION, LOOSE FITTINGS ETC.
- () INSPECT BOILER CABINET FOR RUST OR DAMAGE.

PUMPS AND CONTROLS:

- () CHECK OPERATION OF HOT WATER CIRCULATING PUMPS.

COMMENTS: _____

RECOMMENDATIONS: _____

COMPLETED BY: _____

DATE: _____

ATTACHMENT 2 CHILLER PERFORMANCE LOG

LOCATION:
 MODEL #
 SERIAL #

 NAMEPLATE
 RLA

 COMP. SERIAL #
 STARTER SERIAL #

 EVAP H2O
 PRESSURE DROP

DESIGN PSIA

ACTUAL PSIA

DESIGN GPM

ACTUAL GPM

 UNIT
 VOLTAGE

PHASE

A-B

 COMP.
 AMPS

PHASE

A

A-C

B

B-C

C

ACTIVE CHILLED WATER SETPOINT

EVAP. RFGT. PRESSURE

FRONT PANEL ITS

COND. RFGT. PRESSURE

CW SETPOINT SOURCE

SATURATED EVAP. TEMP.

EVAP. ENTERING TEMP.

SATURATED COND TEMP.

EVAP. LEAVING TEMP.

COMP. DISCHARGE TEMP.

COND. ENTERING WATER TEMP.

DISCHARGE SUPERHEAT

COND. LEAVING WATER TEMP.

SUPERHEAT CONTROL POINT

CURRENT LIMIT SETPOINT

OIL TANK TEMPATURE

OUTDOOR AIR TEMPATURE

DISCHARGE OIL PRESSURE

COMP. DISCHARGE TEMPATURE

COMPRESSOR STARTS

DIFF. OIL PRESSURE

COMP. RUN TIME HOURS

OIL TANK PRESSURE

LOW RFGT TEMP. CUTOUT SETPOINT

 COMPRESSOR
 WINDING
 TEMPATURE

W1

W2

W3

MOTOR INSULATION MEG OHMS: @ MEGGER VOLTAGE _____

TER. 1 TO GND

TER. 1-2

TER. 1-4

TER. 2 TO GND

TER 1-3

TER 2-5

TER. 3 TO GND

TER 2-3

TER 3-6

REMARKS:**SERVICE TECH:****DATE:****OWNER:**

ATTACHMENT #3
MONTHLY INSPECTION

UNIT #:	SERIAL #:	STARTS:
MODEL #:	FREON:	DESIGN KW:
	HOURS:	DATE:
VOLTAGE DESIGN:		FLA DESIGN:
VOLTS: L1 L2 L3	AMPS: L1 L2 L3	
DEMAND SETTING:	CHILL WATER SETPOINT:	
COND. WATER TEMP. IN:	COND. WATER TEMP. OUT:	
CHILL WATER TEMP. IN:	CHILL WATER TEMP. OUT:	
EVAP RFGT. PRESSURE:	COND. RFGT. PRESSURE:	
SUPER HEAT TEMP.:	OIL PRESSURE:	
OIL TEMPERTURE:	OIL LEVEL:	
OUTDOOR AIR TEMP.:	RFGT. LEVEL:	
<u>REMARKS:</u>		
<u>SERVICE TECH:</u> _____		
<u>OWNER:</u> _____		

Attachment 4**WAINWRIGHT STATE OFFICE BUILDING**

Heating Ventilation and Air Conditioning: The cooling needs of Old Building (Phase I) are met by five air handling units. Three of these units are VAV cooling only units, one constant volume unit with cooling only and one constant volume heating and cooling unit (constant volume unit's serves atrium area). Annex (Phase II) cooling needs are met by four VAV cooling only units. Heating for both Phase I and Phase II is accomplished by fin-tube hot water radiators. This Radiation system is zoned.

Three (3) 350 Ton Centrifugal chillers provide chilled water for the air handlers through a primary/secondary chilled water distribution system utilizing constant volume pumps. One, two cell cooling tower serves all three chillers.

Three (3) 960KW boilers provide hot water to fin tube radiators. The hot water distribution system consist of two primary and seven secondary zone pumps, all constant volume. Water temperature reset is based on outside air temperature and space zone temperature.

Control of the major HVAC equipment is accomplished through the Johnson Controls Metasys System. Additional points are available.

Equipment Identification/Nameplate Data:**Chillers:**

#1 Chiller: Trane, Model #CVHE450, 350 Ton, Serial #L01807048, R-123, 480/3, 280 RLA, 2002

#2 Chiller: McQuay, Type PEH 087, 350 Ton, Serial #56mb81030-00, R-134, 480/3, 1997

#3 Chiller: Trane, Model #CVHE450, 350 Ton, Serial #L01807047, R-123, 480/3, 280 RLA, 2002

Boilers:

#1, #2, and #3 Boilers: Hydro Steam, Model HWR3668-96-4C, 960KW, 480/3, 1157 Amps, 1980

Pumps:

CHP-1: B&G, 4BC 7.625, 540@45', 10 HP, 480/3, 2002

CHP-2: B&G, 1510-4AC, 560GPM @25', 5HP, 480/3, 1997

CHP-3: B&G, 4BC 7.625, 540@45', 10 HP, 480/3, 2002

SCP-1: B&G, 6X6X9 ¾, 840GPM@60', 25 HP, 480/3, 1980

SCP-2: B&G, VSC 10.125 BF, 550GPM@ 100', 25 HP, 480/3, 2000

SCP-STBY: B&G, 6X6X12L, 840GPM@100', 30 HP, 480/3, 2000

CWP-1: B&G, VSC 8.125 BF LHR, 1050@50', 20 HP, 480/3, 2002

CWP-2: B&G, VSC 8.5 BFW, 1050 GPM@45', 20 HP, 480/3, 1997

CWP-3: B&G, VSC 8.125 BF LHR, [1050@50'](#), 20 HP, 480/3, 2002

HWP-1: B&G, 3BB, 370 [GPM@65'](#), 10 HP, 480/3, 1980

HWP-2: B&G, 3BB, 370 [GPM@65'](#), 10 HP, 480/3, 1980

HWP-STBY: B&G, 3BB, 370 [GPM@65'](#), 10 HP, 480/3, 1980

SHP-1: PHASE I NORTH, B&G, 2BB, 115 [GPM@50'](#), 5 HP, 480/3, 1980

SHP-2: PHASE I EAST, B&G, 2BB, 120 [GPM@55'](#), 5 HP, 480/3, 1980

SHP-3: PHASE I SOUTH, B&G, 2BB, 120 GPM@55', 5 HP, 480/3, 1980

SHP-4: PHASE I WEST, B&G, 2BB, 120 GPM@55', 5 HP, 480/3, 1980

SHP-5: PHASE II NORTH, B&G, 2BB, 200 GPM@ 90', 10 HP, 480/3, 1980

SHP-6: PHASE II WEST, B&G, 2BB, 90 GPM@80', 5 HP, 480/3, 1980

SHP-7: PHASE II EAST, B&G, 1 ½ BB, 45 GPM@90', 3 HP, 480/3, 1980

Tower:

EVAPCO Cooling Tower, 700 Ton, 2 Cell, VSD, 30 H.P., Model #AT12-824B, Serial #996496M

Air-Handlers:

AHU-1: PHASE I EAST, VAV, JOY MANF. COMPANY, 1980
SUPPLY: 41,800 CFM, 75 HP, FREQUENCY DRIVE
RETURN: 32, 000 CFM, 25 HP, FREQUENCY DRIVE

AHU-2: PHASE I WEST, VAV, JOY MANF. COMPANY, 1980
SUPPLY: 56,100 CFM, 100 HP, FREQUENCY DRIVE
RETURN: 44,200 CFM, 40 HP, FREQUENCY DRIVE

AHU-3: PHASE I ATRIUM, CAV, DUNHAM BUSH, 1980
SUPPLY: 12,000 CFM, 15 HP
RETURN: N/A

AHU-4: PHASE I BSMT/1ST FLR, VAV, DUNHAM BUSH, 1980
SUPPLY: 24,550 CFM, 30 HP, FREQUENCY DRIVE
RETURN: 21,800 CFM, 10 HP, FREQUENCY DRIVE

AHU-5: PHASE I, ATRIUM, CAV (HEAT CAPABLE), DUNHAM BUSH, 1980
SUPPLY: 9, 865 CFM, 10 HP
RETURN: N/A

AHU-8: PHASE II, SOUTH, VAV, DUNHAM BUSH, 1980
SUPPLY: 36,000 CFM, 50 HP, FREQUENCY DRIVE
RETURN: 31,000 CFM, 15 HP, FREQUENCY DRIVE

AHU-9: PHASE II, WEST, VAV, DUNHAM BUSH, 1980
SUPPLY: 36,000 CFM, 30 HP, FREQUENCY DRIVE

RETURN: 31,000 CFM, 10 HP, FREQUENCY DRIVE

AHU-10: PHASE II NORTHWEST, VAV, DUNHAM BUSH, 1980
 SUPPLY: 36,000 CFM, 25 HP, FREQUENCY DRIVE
 RETURN: 31,000 CFM, 7.5 HP, FREQUENCY DRIVE

AHU-11: PHASE II EAST, VAV, DUNHAM BUSH, 1980
 SUPPLY: 28,000CFM, 40 HP, FREQUENCY DRIVE
 RETURN: 24,000 CFM, 15 HP, FREQUENCY DRIVE

PRINCE HALL FAMILY SUPPORT CENTER

ORIGINALLY BUILT IN 1946 AND EXPANDED UP THROUGH 1968. SINCE THE STATE AQUIRED THIS FACILITY IT HAS UNDERGONE RENOVATIONS OF SOME AREA'S TO CHANGE FROM A HOSPITAL/PATIENT SETTING TO AN OFFICE ENVIROMENT.

HEATING AND COOLING REQUIREMENTS ARE MET BY A CENTRAL PLANT, CONSTANT VOLUME AIR HANDLING UNITS WITH CHILL/STM COILS, REHEAT COILS LOCATED IN VENTALATION DUCTS IN MAIN CORRIDORS AND SINGLE PIPE FAN COIL UNITS ON PERIMETER WALLS. TWO STEAM HEAT EXCHANGERS SERVICE FCU'S, ONE SERVES REHEAT COILS.

MAJOR EQUIPMENT :

CHILLERS:

- (1) TRANE, MODEL RTHD, 250 TON, R134A
- (1) CARRIER, MODEL 23XL, 150 TON, R-22

BOILERS:

- (2) CLEAVER BROOKS, MODEL CB-200-250, NAT GAS, 1048100 BTU/HR
- (1) BURNHAM, MODEL 4F-154-4.5, NAT GAS, 34 HP

A/C:

- (1) One ton Carrier DX split systems

PUMPS:

- #1 CONDENSOR WATER PUMP, B&G, BBC-8.85, 15 HP, 825GPM
- #2 CONDENSOR WATER PUMP, B&G, 1510, 15HP, 825 GPM
- #1 & # 2 CHILL WATER PUMP, B&G, 1510, 20 HP, 880 GPM
- #3 & # 18, HOT WTR CIRC PUMPS, B&G 1510 3HP
- #4,5,12,13,14 & 17 HOT WTER CIRC PUMPS, B&G, SERIES 60, 1.5 HP
- #1 &2 BOILER FEED PUMP, AURORA, MODEL 282, 5 HP

TOWER:

- MARLEY, 2 CELL, VSD, 15 HP, AU SERIES

AIR HANDLING UNITS:

- #1 AHU, CARRIER, MODEL 39T, 5 HP, 4500CFM
- #2 AHU, CARRIER, MODEL 39T, 10 HP, 9000 CFM
- #3 AHU, TRANE MODEL MDX, 7.5 HP, 6210 CFM
- #3A RTU, CLIMATE CRAFT, MODEL CAH, 20 HP, 12,300 CFM
- #4 AHU, DUUNHAM BUSH, MODEL HX, 20 HP, 19000 CFM
- #5 AHU, CARRIER MODEL 39T, 5HP, 9820 CFM
- #6 AHU, CARRIER, MODEL 39T, 5 HP, 9000 CFM
- #8 AHU, CARRIER, MODEL 39T, 7.5 HP, 8000 CFM
- #9 AHU, CLIMATE CRAFT, MODEL CAH, 20 HP, 16000 CFM

**STATE OF MISSOURI
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION (OA/FMDC)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the OA/FMDC. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the OA/FMDC to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of OA/FMDC.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the OA/FMDC.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the OA/FMDC if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the OA/FMDC, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the OA/FMDC in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The OA/FMDC monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The OA/FMDC reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the

specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the OA/FMDC and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Proposals, including all prices therein, shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the OA/FMDC office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available in this RFP. Delivered proposals must be sealed in an envelope or container, and received in the OA/FMDC office located at 301 West High St, Rm 730 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the OA/FMDC post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the OA/FMDC office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal which has been delivered to the OA/FMDC office, may be modified by signed, written notice which has been received by the OA/FMDC prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal which has been delivered to the OA/FMDC office, may only be withdrawn by a signed, written notice or facsimile which has been received by the OA/FMDC prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. Offerors delivering a hard copy proposal to OA/FMDC must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the OA/FMDC office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.
- d. In the evaluation of proposals, a service-disabled veteran business preference shall be applied in accordance with Section 34.074 RSMo.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the OA/FMDC to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, OA/FMDC reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the OA/FMDC reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The OA/FMDC reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.

- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Any award of a contract shall be made by notification from the OA/FMDC to the successful offeror. The OA/FMDC reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by OA/FMDC based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The OA/FMDC reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by OA/FMDC.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, and any amendments thereto, (2) the contractor's proposal, (3) clarification of the proposal, if any, and (4) OA/FMDC's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the OA/FMDC prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the OA/FMDC.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the OA/FMDC, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the OA/FMDC may cancel the contract. At its sole discretion, the OA/FMDC may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide OA/FMDC within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the OA/FMDC will issue a notice of cancellation terminating the contract immediately.
- c. If the OA/FMDC cancels the contract for breach, the OA/FMDC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the OA/FMDC deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the offeror/contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the OA/FMDC immediately.
- b. Upon learning of any such actions, the OA/FMDC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the OA/FMDC shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the OA/FMDC until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by

or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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